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1. MINIMUM, ESTIMATED AND MAXIMUM QUANTITIES

(a) Upon the receipt of delivery orders issued by the authorized DOE Contracting Officer, the contractor shall deliver the ordered products within the following minimums and maximums: a minimum of \$4,991,207.00 and a maximum of \$50,000,000.00. There is no minimum or maximum quantity by line item; the dollar limits govern. In the interest of minimizing the tracking burden on the contractor, the Contracting Officer and the requiring activity, and considering the large number of line items, individual line item quantities are not included in the contract.

2. INDEFINITE QUANTITY (FAR 52.216-22)(OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Delivery-Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after those specified in the delivery order and/or modifications which were issued prior to contract expiration. The Government may not act to extend the period of performance of any delivery order after the expiration date of the contract.

3. DELIVERY ORDER AUTHORIZATION AND CONTRACT CEILING

Delivery Orders issued under this contract shall be authorized only by a DOE Contracting Officer. Also, the maximum aggregate dollar amount of all Delivery Orders issued under this contract shall not exceed \$50,000,000.00. There is no minimum delivery order or task order amount.

4. ORDERING (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the contract. Such orders may be issued from the date of contract award through the expiration date of the contract's period of performance.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the Schedule.

5. DELIVERY ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the Guaranteed Minimum Quantity, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of the maximum quantity contained in Clause 1;
(2) Any order for a combination of items in excess of the maximum quantity contained in Clause 1 or

(3) A series of orders from the same ordering office within 5 calendar days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

6. ORDERING ACTIVITIES

Supplies or services to be furnished under this contract shall be ordered by issuance of written delivery orders issued by a DOE Contracting Officer or authorized contractor/subcontractor official. Use of this contract is authorized to all DOE organizations nationwide, and to DOE contractors and subcontractors for requirements associated with performance of their DOE effort only. Headquarters delivery or task orders will be initiated by the Office of the Chief Information Officer (OCIO). As stated in the contract, clause B.5, Note 1, prior authorization from the OCIO is required for contractor acceptance of delivery orders from any other organization. At a minimum, each Delivery Order shall contain the information set forth below:

- (a) Contract Number and Delivery Order Number
- (b) Date of Delivery Order
- (c) Products ordered in the format used by the contract Schedule, with the appropriate Period (Base or Option)
- (d) Required delivery location; also individual(s) authorized to accept delivery, if such a designation is desired
- (e) Required delivery date
- (f) Delivery Order point-of-contact name, telephone number and FAX number
- (g) Billing instructions
- (h) accounting and appropriation data

The Contractor shall maintain a file of copies of each order and of each subsequent modification thereto, to be provided upon request to either the COTR or the Contracting Officer.

- 7. Deleted.
- 8. Deleted.
- 9. Deleted.

10. F.O.B. DESTINATION (FAR 52.247-34)(NOV 1991)

- (a) The term "f.o.b. destination," as used in this clause, means-

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested.

If the Contractor uses rail carrier or freight forwarder for less than carload shipments, the Contractor shall assure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.